

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

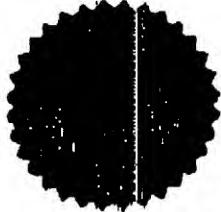
"AGERE SYSTEMS GUARDIAN CORP.", A DELAWARE CORPORATION, WITH AND INTO "AGERE SYSTEMS INC." UNDER THE NAME OF "AGERE SYSTEMS INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF AUGUST, A.D. 2002, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2002.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

9268412 8100M

020549223



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1959517

DATE: 08-29-02

12/22/2006 10:49 AGERE IP LAW → 28544

NO. 890

D28

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 09:00 AM 08/28/2002
 020545285 - 3268411

CERTIFICATE OF OWNERSHIP AND MERGER

OF

Agere Systems Guardian Corp.
 (a Delaware corporation)

INTO

Agere Systems Inc.
 (a Delaware corporation)

UNDER SECTION 253 OF THE GENERAL
 CORPORATION LAW OF THE STATE OF DELAWARE

Agere Systems Inc., a corporation organized and existing under the laws of Delaware ("Corporation"), DOES HEREBY CERTIFY:

FIRST: The Corporation is the owner of all of the outstanding shares of common stock of Agere Systems Guardian Corp., which is also a business corporation of the State of Delaware.

SECOND: On August 22, 2002 the Subsidiary Governance Committee of the Board of Directors of the Corporation adopted the following resolution to merge Agere Systems Guardian Corp. into the Corporation:

RESOLVED that Agere Systems Guardian Corp., a Delaware corporation, shall be merged with and into Agere Systems Inc., a Delaware corporation, with Agere Systems Inc. being the surviving corporation, and Agere Systems Inc. shall thereupon assume all of the obligations of Agere Systems Guardian Corp.

THIRD: That the merger authorized hereby shall become effective as of 9:00 a.m. Eastern Standard Time on August 31, 2002.

Executed on August 22, 2002

AGERE SYSTEMS INC.

By Paul Bento
 Paul Bento, Vice President

PTO/SB/96 (08-06)

Approved for use through 10/31/2002. OMB 0651-0031
U. S. Patent and Trademark Office, U. S. DEPARTMENT OF COMMERCE
and a collection of information unless it displays a valid OMB control number

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Plaintiff Owner: **AGCO Systems Inc.**

Application No./Param No.: 09/651696 Filed/Issued Date: August 30, 2000

Entitled: **One-Chip Vacuum Tube Device And Process For Making Device**

Agent-Syndicate Inc. corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, governmental agency, etc.)

1. the assignee of the entire right, title, and interest; or

2. an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

In the patent application/patents identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____ or for which a copy thereof is attached.

OR

B. A Chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From Inventor(s) To: Lugent Technologies Inc.
The document was recorded in the United States Patent and Trademark Office at
Rec# 011134, Frame 0543, or for which a copy thereof is attached.
2. From Lugent Technologies Inc. To: Agere Systems Guardian Corp.
The document was recorded in the United States Patent and Trademark Office at
Rec# , Frame , or for which a copy thereof is attached.
3. From Agere Systems Guardian Corp. To: Agere Systems Inc.
The document was recorded in the United States Patent and Trademark Office at
Rec# , Frame , or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08.]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

12/22/06
Date

Jan-03-2007 10:30am From-AGERE SYSTEMS INC,

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T-758 P.003/010 F-820

12/22/2006 10:49 AGERE IP LAW 28544

NO. 890 002

EXECUTION COPY

PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AGERE SYSTEMS GUARDIAN CORP.

Dated as of January 30, 2001

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America; ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18102, United States of America ("Agere Systems Guardian").

RECITALS

4. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNEE presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS"); and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Aegis Systems Guardians;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, notwithstanding to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed, and with Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to assign, convey, transfer and deliver. Agere Systems Guardian recognizes the ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).

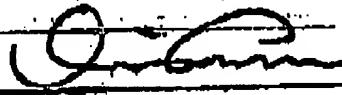
ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Orixel Corporation, Optometry Corporation, Hermann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this PULM

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

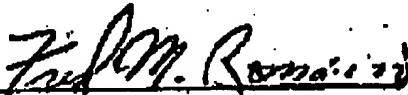
IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed
by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By: 

Daniel P. McCurdy
President, Intellectual Property Business

AGERE SYSTEMS GUARDIAN CORP.

By: 

Fred M. Romano
President

Execution Copy

STATE OF NEW JERSEY)
: ss:
COUNTY OF SOMERSET)

ACKNOWLEDGMENTS

I CERTIFY that on October 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as President of Intellectual Property Business of Lucent Technologies Inc.; and

b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Mary V. Carter

Name **TAMORA ANNE HANNA**
 Notary Public **Notary Public of New Jersey**
 My Commission Expires **registered in Hunterdon County**
 (Notarial Seal) **My Commission Expires March 25, 2002**

STATE OF FLORIDA)
: ss:
COUNTY OF ORANGE)

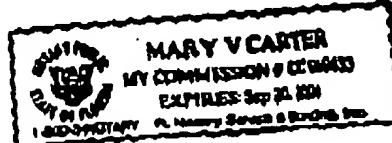
I CERTIFY that on Tuesday 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp.; and

b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Mary V. Carter

Name **MARY V. CARTER**
 Notary Public
 My Commission Expires:
 (Notarial Seal)



APPENDIX B (continued)
Transferred Patents

Case Name	Filing Date	Issue Date	Patent No.	Serial No.
Fritzinger 8-1-1-1	1/20/1998		09/009389	09/447893
Fritzinger 0-5-2-3-14	11/23/1999			09/281093
Frye 23-4-81	3/2/1999			09/368841
Frye 25-1	8/4/1999	8/1/2000	6087273	09/418033
Fryer 1-1	10/12/1999	8/22/2000	6107789	09/416464
Fryer 2-2	10/12/1999			09/182651
Fuehrer 2-9-24-11	11/18/1998			09/465154
Fulmer 1-1-1-1-7	1/31/2000			09/480014
Fulmer 2-1-1	1/10/2000			
Gabara 39-48	4/8/1997		08/838538	
Gabara 44-8-11	4/23/1998		09/065258	
Gabara 45	6/29/1998		09/087638	
Gabara 47	5/22/1998		09/083172	
Gabara 48	8/14/1998		09/134802	
Gabara 49-5	8/29/1998		09/106284	
Gabara 51	8/26/1998	8/8/2000	09/139300	8100743
Gabara 52	9/24/1999			09/405247
Gabara 54	12/28/1998			09/221284
Gabara 57-5	9/28/1998		09/162852	
Gabara 58	9/29/1998		09/162861	
Gabara 59	10/13/1998			09/170165
Gabara 61	12/28/1998			09/221283
Gabara 62	8/26/1998		09/138289	
Gabara 67	1/26/1999			09/236875
Gabara 68-1	11/10/1998			09/437273
Gabara 72-12	8/14/1999			09/311589
Gabara 73-1	8/13/1999			09/374258
Gabara 74-13	7/29/1999			09/363524
Gabara 75-12-3	8/7/2000			09/589391
Gabara 76-3-14-68	11/28/1998			09/490524
Gabara 77	12/1/1998			09/452611
Gabara 78	8/25/2000		09/648162	09/268448
Gabor 1-21-18	3/12/1999			
Galvin-Donoghue 6-3	8/18/1995		09/629775	
Gammel 13-26	3/26/1998			09/260804
Gammel 18-47-1-57	8/30/2000		09/651696	
Garcia 1-2	3/16/2000			09/527010
Gartner 8-3	6/4/1998	4/18/2000	6052030	
Gaudet 1	4/13/1999			09/290764
Gaudet 2	4/13/1999			09/290803
Genetti 1-1	3/17/2000			09/526071
Geva 5-1-3-20	3/31/2000			09/540474
Giannuzzi 2-13-7	5/9/2000			09/567875
Giannuzzi 3-18-12	6/8/2000			09/567373
Giannuzzi 4-20-13	5/8/2000			09/567359
Gibson 3-12-2-15-10	8/30/1999			09/389719
Gibson 4-13-3-17-11	8/30/1999			09/389714
Gibson 6-28-5-20-15	5/18/2000			09/876214
Gies 2	9/25/1998		09/181184	
Gies 3-6	12/23/1998	4/11/2000	6049248	09/220980
Glogovsky 4	11/5/1999	02/29/00	6030903	
Glogovsky 5	8/3/1999	8/22/2000	6107110	09/368160
Gloudemars 2-1-1	12/2/1998			09/203874
Goeddel 10-7-12-1-7	8/10/1999			09/326399
Golden 16-5-11-24	5/2/1997		08/850896	
Golden 17-8-12-25	5/2/1997		08/850798	
Goldovsky 1-17	6/15/1999		09/079842	
Goldovsky 2-20	8/20/1998		09/137390	
Goldovsky 6-12	3/16/2000			09/525544
Goldovsky 6-1	6/11/2000			09/569022